




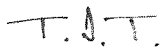
City of Loma Linda Official Report

Floyd Petersen, Mayor
Stan Brauer, Mayor pro tempore
Robert Christman, Councilmember
Robert Ziprick, Councilmember
Charles Umeda, Councilmember

COUNCIL AGENDA: May 24, 2005

TO: City Council

VIA: Dennis R. Halloway, City Manager 

FROM: T. Jarb Thaipejr, Public Works Director/Civil Engineer 

SUBJECT: City/County Cooperation Agreement for Community Development Block Grant (CDBG) Program for Fiscal Years 2006-07, 2007-08, and 2008-09

RECOMMENDATION

It is recommended that the City Council authorize the execution of the City/County Cooperation Agreement to re-qualify for the Community Development Block Grant (CDBG) Program for Fiscal Years 2006-07, 2007-08, and 2008-09.

BACKGROUND

The City of Loma Linda has participated in previous years with the County of San Bernardino Community Development Block Grant (CDBG) Program. The City's current three-year period agreement ends June 20, 2006. The County Department of Economic and Community Development acts as an interfacing agency between the City and the U.S. Department of Housing and Urban Development (HUD) who disburse funds for these programs. The County assumes accountability with HUD, including preparing and submitting all grant related documents and complying with all Federal agencies.

ANALYSIS

In order to continue participating in the CDBG Program and other HUD programs, a new Cooperation Agreement with the County must be executed and submitted to HUD before June 10, 2005. The new agreement extends for a three-year period: Fiscal Year 2006-07 through 2008-08. The current agreement is in force through Fiscal Year 2005-06.

The City was also informed that effective June 10, 2005, the County Department of Economic and Community Development will change their department name to "Department of Community Development and Housing". The agreements will reflect this change.

ENVIRONMENTAL

Not applicable.

FINANCIAL IMPACT

Costs associated with this program will be funded through the grants.

I:\Public Works Admin\Staff Reports\Coop Agmt CDBG Prog 2006-2009,05-24-05.doc

Board of Supervisors
County of San Bernardino



DENNIS HANSBERGER
SUPERVISOR, THIRD DISTRICT

April 29, 2005

Honorable Floyd Petersen, Mayor
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354-3125

**RE: FISCAL YEARS (FY) 2006-2007, 2007-2008, 2008-2009 COMMUNITY
DEVELOPMENT BLOCK GRANT PARTICIPATION**

Dear Mayor Petersen:

Every three years, the County of San Bernardino re-qualifies with the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME) and Emergency Shelter Grant (ESG) funds. During the past three years, the City of Loma Linda has participated with the County in the CDBG and ESG programs, under a cooperation agreement executed on September 17, 2002. To continue this arrangement for FY 2006-07, 2007-08, 2008-09, a new cooperation agreement and authorizing City Council minutes must be made and submitted to HUD by July 8, 2005.

The County provides many **benefits** to those cities that participate in the County's CDBG program (see Attachment A), including **your ability to identify project funding while we assume accountability** with HUD. Additionally, the City of Loma Linda will automatically have access to the County's Housing Rehabilitation and Repair programs, the BusEx loan program, HOME and ESG programs. As part of our accountability with HUD, the Department of Economic and Community Development (ECD) would be responsible for preparing and submitting all grant related documents, and complying with all federal regulations for implementing grant funded projects.

The new cooperation agreements have been prepared under HUD guidelines and requirements. During the third week of May, ECD will send the cooperation agreement to your city for processing and for City Council approval. ECD will be contacting the CDBG administrator for your City in order to coordinate this requirement.

The County has enjoyed a positive and cooperative relationship with your staff in implementing the CDBG program over the years. I look forward to continuing our cooperative venture over the next three years. Please call me or Tom Laurin, Director of ECD, at (909) 388-0808 if you have any questions about the cooperation agreement or the joint recipient process.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Hansberger", with a long horizontal line extending to the right.

DENNIS HANSBERGER
Supervisor, Third District

DH:cb

Attachments

cc: Thomas Laurin
Dennis Halloway, City Manager

BENEFITS OF PARTICIPATION IN THE COUNTY CDBG PROGRAM

The participating City arrangement provides many advantages. Seven major benefits are listed below for your consideration.

1. The City would have the authority to identify project funding. The City grant amount is based on the HUD CDBG Formula A (percentage of population, poverty and overcrowded housing).
2. County would be responsible to HUD for preparing and submitting all grant related documents; complying with all federal regulations for implementing grant funded projects; meeting HUD housing requirements including fair housing; implementing HUD mandated programs and financial systems, including the HUD Consolidated Annual Performance Reviews (CAPR), CPS and IDIS computer systems; coordinating with Federal monitors and inspectors on program and project performance and compliance; and for accepting program sanctions.
3. City access to housing development and preservation funds through the federal HOME program.
4. City access to CDBG funded County wide activities including Housing Preservation and Economic Development programs.
5. County technical support on implementing City CDBG funded activities. County brings experience and expertise and a 30-year proven track record with HUD for timely and capable program compliance.
6. Flexibility for funding joint City/County projects within the City's corporate jurisdiction. Under CDBG regulations, a County generally cannot fund improvements within a non-participating City.
7. Ability to advance funds to the City for large scale, multi-year funded projects.

SECTION V

COOPERATION AGREEMENTS, HUD CPD NOTICE 01-08, INSTRUCTIONS FOR URBAN COUNTY QUALIFICATION FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEARS (FY) 2006-2008

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards in order to be found acceptable:

- A. The governing body of the County and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each body shall execute the agreement.
- B. The agreement must contain or be accompanied by a legal opinion from the County's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County. Where the County does not have such authority, the legal opinion must state that the participating jurisdiction has the authority to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing. A mere certification by the County's counsel that the agreement is approved, as to form, is insufficient and unacceptable.
- C. The agreement must state that the agreement covers the CDBG Entitlement Program, and where applicable, the HOME Investment Partnership Program (i.e., where the urban County receives funding under the HOME program as an urban County or as a member of a HOME consortium).
- D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:
 - 1. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the urban County's CDBG program; and,
 - 2. May receive a formula allocation under the HOME Program only through the urban County. Thus, even if the urban County does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: this does not preclude the urban County or a unit of government participating with the urban County from applying for State HOME

funds. An existing renewable agreement need not be amended to add this note. It is included here only for purposes of clarification).

- E. The agreement must specify the three years covered by the urban County qualification period (e.g., Federal Fiscal Years 2006-2008) for which the urban County is to qualify to receive CDBG entitlement funding or where applicable, specify the remaining one or two years of an existing urban County's qualification period. At the option of the County, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the participating unit of general local government provides written notice that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban County qualification notice for the next qualification period, the urban County will notify the participating unit of general local government in writing of its right "not" to participate. A copy of the County's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban County qualification schedule in Section II.

Cooperating agreements with automatic renewal provisions must include a stipulation that requires either party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban County period, and to submit such amendment to HUD as provided in the urban County qualification notice (see Section IV, documents to be submitted to HUD, paragraph E), and that such failure to comply will void the automatic renewal for such qualification period.

- F. The agreement must provide that it remains in effect until the CDBG (and HOME, where applicable) funds and program income are received with respect to activities carried out during the three-year qualification period (and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
- G. The agreement must expressly state that the County and the cooperating unit of general local government agree to "cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities specifically urban renewal and publicly assisted housing." If the County does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities,

but only with the approval of the specific alternative wording by HUD Field Counsel.

- H. The agreement must contain a provision obligating the County and the cooperating unit of general local government to take all actions necessary to assure compliance with the urban County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws. The agreements shall also contain a provision prohibiting urban County funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government, included in an urban County, may constitute noncompliance by the grantee (i.e., the entire urban County) which can, in turn, provide cause for funding sanctions or other remedial actions by the Department.
- I. The agreement must expressly state that "the cooperating unit of general local government has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
 - 2. A policy of enforcing applicable State and local laws against physically barring an entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."
- J. The agreement may not contain a provision for veto or other restrictions that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The County has final responsibility for selecting CDBG (and HOME, where applicable) activities and submitting the Consolidated Plan to HUD, unless the County is a member of a HOME consortium and then the consortium submits the Plan (see Section I, General Requirements, paragraph C).
- K. The agreement must contain provisions specifying that pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. (See Section VIII, Special considerations, paragraph B).

- L. A County may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the County, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and HOME, where applicable) programs and other applicable laws.



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. ECD	A	Contract Number
County Department Community Development and Housing			Dept. ECD	Orgn. PROJ.	Contractor's License No.
County Department Contract Representative THOMAS R. LAURIN			Telephone (909) 388-0808		Total Contract Amount N/A
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Cooperation Agreement					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date July 1, 2006	Contract End Date June 30, 2009	Original Amount N/A	Amendment Amount N/A
Fund SBA	Dept. ECD	Organization PROJ.	Appr. 200	Obj/Rev Source 2005	GRC/PROJ/JOB No. 0000
Project Name FY 2006-07, 2007-08, 2008-09 City-County Cooperation Agreement			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D		

CONTRACTOR _____ City of Loma Linda

Federal ID No. or Social Security No. _____ N/A

Contractor's Representative _____ Mr. Dennis Halloway, City Manager

Address _____ 25541 Barton Road, Loma Linda, CA 92354 Phone _____ (909) 799-2810

Nature of Contract: *(Briefly describe the general terms of the contract)*

The County of San Bernardino is in the process of qualifying for the next three years (Fiscal Years 2006-2007, 2007-2008, 2008-2009) of the Community Development Block Grant (CDBG) entitlement funding as an Urban County. The attached Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to include the City of Loma Linda as a participant in the County's CDBG program. It allows the City population statistics to be used by HUD to calculate the County's grant amount for each of the next three years. The Cooperation Agreement utilizes language, which has been prescribed by HUD. Once entered, the Cooperation Agreement will remain in effect for the full three-year period.

The attached Contract consists of 5 pages and 1 Exhibit.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) _____ County Counsel Date _____	Reviewed as to Contract Compliance _____ Date _____	Presented to BOS for Signature _____ Department Head Date _____
---	---	--

Auditor/Controller-Recorder Use Only

<input checked="" type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**COOPERATION AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR FISCAL YEARS 2006-2007, 2007-2008, 2008-2009**

This Agreement is made and entered into this _____ day of _____, 2005, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the City of Loma Linda, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years; and,

WHEREAS, U.S. Department of Housing and Urban Development (HUD) notice CPD-05-01, provides instruction for Urban County Qualification for participation in the CDBG program for fiscal years 2006-2007, 2007-2008, 2008-2009, and specific agreement term and standards; and,

WHEREAS, the execution of this Agreement is necessary to include CITY as participating unit of general government under COUNTY's Urban County CDBG program.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

This Agreement gives COUNTY authority to undertake or assist in undertaking activities for Fiscal Years 2006-2007, 2007-2008 and 2008-2009, which will be funded from the CDBG program, the HOME Investment Partnership Program, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

By executing this Agreement, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the term of this Agreement, and CITY may not participate in a HOME consortium other than COUNTY HOME program regardless of whether COUNTY receives a HOME formula allocation.

2. TERM

The term of this Agreement shall be for not less than the COUNTY CDBG Urban County qualification period for fiscal year 2006-2007, commencing on July 1, 2006, and extending through fiscal year 2008-2009, which ends on June 30, 2009, unless an earlier date of termination is fixed by the Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This Agreement shall remain in effect until all CDBG (and HOME, where applicable) funds covered under the terms of this Agreement, and any income generated from the expenditure of such funds, are expended, and the funded activities are completed. This Agreement may not be terminated or withdrawn by the parties herein covenanted for any circumstance or reason during the term of this Agreement.

3. PREPARATION OF APPLICATION

COUNTY, by and through its Community Development and Housing Department, subject to approval of COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the CDBG entitlement grant under ACT. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of ACT and its regulations.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of ACT and its regulations and approved by HUD.

5. COMPLIANCE WITH ACT AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of ACT and its regulations, in utilizing basic grant funds under ACT, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT. COUNTY and CITY will comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT, the Fair Housing Act, and other applicable federal laws. CITY agrees that CDBG funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

6. POLICIES

CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

7. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

CITY shall indemnify and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities under taken by each of CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this Contract were improperly expended.

COUNTY shall, at its own cost and expense, defend, indemnify, and hold CITY, its officers, agents, volunteers, and employees, harmless from and against any loss, liability, claim, or damage that may arise from negligent act or omission by COUNTY, its officers, agents, and employees.

8. INSURANCE REQUIREMENTS

Without, in any way affecting the indemnity herein provided and in addition thereto, CITY shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons providing services on behalf of CITY and all risks to such persons under this Contract.

If CITY has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- Comprehensive General and Automobile Liability Insurance - This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$ 3,000,000 in the aggregate or
- Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Except for Errors and Omissions and Professional Liability, CITY shall require the carriers of the above required coverage to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

9. PROOF OF COVERAGE

CITY shall immediately furnish certificates of insurance to the County Community Development and Housing Department, hereinafter referred to as "CDH", evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CDH, and CITY shall maintain such insurance from the time CITY commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, CITY shall furnish certified copies of the policies and all endorsements. CITY shall complete and submit Contract Exhibit 1 of 1, INSURANCE INVENTORY, along with the above-required insurance documents.

10. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CITY agrees to execute any such amendment within thirty (30) days of receipt.

11. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the extent possible, CDBG funds will be allocated by COUNTY to CITY according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT, and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as defined by HUD.

12. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of CDBG funds received by CITY. All said income shall promptly be paid to COUNTY or retained by CITY subject to authorization by COUNTY for CITY use of said income for eligible activities in accordance with all CDBG requirements as may then apply. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by CITY as may be needed for this purpose. In the event of CDBG close-out or change in status of CITY under the CDBG program, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

13. DISPOSITION OF REAL PROPERTY

The provision of this section set forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG funds that are within the control of CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use, which does not qualify under CDBG regulations.

14. EFFECTIVE DATES

This Agreement shall be effective for all purposes when this Agreement and like agreements have been executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

15. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503. COUNTY and CITY will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to CITY, COUNTY shall execute said written agreement with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

COUNTY OF SAN BERNARDINO

CITY OF LOMA LINDA

By: _____
BILL POSTMUS, Chairman
Board of Supervisors

By: _____
FLOYD PETERSEN

Title: _____ Mayor

Dated: _____

APPROVED AS TO FORM. THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE FULLY AUTHORIZED UNDER STATE AND LOCAL LAW AND THIS AGREEMENT PROVIDES FULL LEGAL AUTHORITY FOR COUNTY TO UNDERTAKE OR ASSIST IN UNDERTAKING ESSENTIAL COMMUNITY DEVELOPMENT AND HOUSING ASSISTANCE ACTIVITIES.

ATTEST

By: _____
PAMELA A. BYRNES-O'CAMB

Title: _____ City Clerk

Dated: _____

By: _____
MICHELLE D. BLAKEMORE
Deputy County Counsel

APPROVED AS TO FORM

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: _____
RICHARD HOLDAWAY, City Attorney

Dated: _____

DENA SMITH
Acting Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT

Project/Activity Title: Cooperation Agreement for
Community Development Block Grand Funds for
Fiscal Years 2006-2007, 2007-2008, 2008-2009

Case Number:

Name/Address of Contractor Agency:

City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

Date of Issue:

Original: Beginning
Amendment #

INSURANCE INVENTORY**WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE**

Name of Insurance Company: _____

Effective Dates: _____

Employer's Liability Limit \$ _____

Certificate of Insurance Attached Yes No: On File w/ CDH

COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Name of Contractor's General Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached Yes No: On File w/ CDH

Annual Aggregate \$ _____ Certificate of Insurance Attached Yes No: On File w/ CDH

Name of Contractor's Automobile Liability Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Person \$ _____ Per Accident \$ _____ Damage Liability \$ _____ Combined Single Limit \$ _____

ERRORS AND OMISSIONS LIABILITY INSURANCE

Name of Contractor's Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached Yes No: On File w/ CDH

Annual Aggregate \$ _____ Certificate of Insurance Attached Yes No: On File w/ CDH

PROFESSIONAL LIABILITY INSURANCE

Name of Contractor's Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached Yes No: On File w/ CDH

Annual Aggregate \$ _____ Certificate of Insurance Attached Yes No: On File w/ CDH